

**PROPOSED BUFFALO PLAZA ON PLOT L.R. NO. 37/262/1  
NAIROBI WEST-NAIROBI COUNTY**

**FOR**

**NYATI SACCO LIMITED**

**SPECIFICATIONS AND BILLS OF QUANTITIES**

**FOR**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING**

**OF**

**LIFT INSTALLATION WORKS**

**ARCHITECT**

Dama Services Limited,  
P.O. Box 9656-00100  
Nairobi  
Email:[damaservices@gmail.com](mailto:damaservices@gmail.com)

**ELECTRICAL ENGINEER**

FluidSystem Engineers Limited,  
P.O. Box 41309-00100  
Nairobi  
Email:[fluidsystemengineers@gmail.com](mailto:fluidsystemengineers@gmail.com)

**QUANTITY SURVEYOR**

Integra Consulting Limited  
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**MECHANICAL ENGINEER**

Fluidsystem Engineers Limited,  
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**STRUCTURAL ENGINEER**

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**CLIENT**

Nyati Sacco,  
P.O. Box 7601 –  
00200NAIROBI  
Email: [info@nyatisacco.co.ke](mailto:info@nyatisacco.co.ke)

**JANUARY, 2022**

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LIFT INSTALLATION WORKS

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## DEFINITIONS

The following terms and expressions used in the contract document shall have the following meanings:

The Employer: Nyati Sacco  
Represented by: Board of Management

ARCHITECT shall mean Dama Services Limited

ELECTRICAL ENGINEER shall mean Fluidsystem Engineers Limited,

QUANTITY SURVEYOR shall mean Integra Consulting Limited

MECHANICAL ENGINEER shall mean Fluidsystem Engineers Limited,

STRUCTURAL ENGINEER shall mean Inticom Limited

Employer's representative: This shall mean the Project Manager and shall be Dama Services Limited,

Main contractor The firm appointed to carry out the builders works.

Contractor: The firm appointed to carry out the supply, delivery, installation, testing and commissioning of Lift Installation works

Site: Nairobi

**NOTES TO ALL TENDERERS;**

1. The tenderer is required to check the number of pages in this document and should any be found to be missing or the figures indistinct, he must inform the Engineer at once and have the same rectified. Should the tenderer be in doubt the precise meaning of any item, word or figure. Or for any reason whatsoever observe any apparent omission of words or figures, he must inform the Engineer in order that the correct meaning may be decided upon before the date for the submission of the tenders.
2. No liability whatsoever will be admitted nor claim allowed in respect of errors in the completed tender due to mistakes in this document which should have been rectified in the manner described above.
3. The tenderer shall not otherwise qualify the text of this specification. Any alteration or qualification made without authority will be ignored and the text of the specification as printed will be adhered to.
4. The tenderer shall be deemed to have made allowances in his unit prices generally to cover items of preliminaries or additions to prime cost Sums or other items. If those have not been priced against the respective items.
5. The tenderer's price shall include all government taxes including duties, VAT, etc which must be included in the rates. No claims whatsoever will be allowed in respect of duties, VAT etc if the tenderer does not price them as aforementioned.
6. In no case will expense incurred by the tenderer in preparation of this tenderer be reimbursed.
7. The copyright of this specification is vested in the Engineer and no part thereof may be reproduced without their express permission, given in writing.
8. The Sub-Contractor shall be solely responsible for the accurate ordering of materials in accordance with the drawings and these specifications.
9. The specifications must be priced in Kenya Shillings
10. This is a fixed price Contract and no claims shall be entertained on whatever ground. The sub-contractor is advised to include all such costs as he projects may arise in his unit rates. Any variations in the exchange rate will also be no excuse for any variations in the contract sum.

Signed (As in form of Tender) .....

Date/Stamp .....

FORM OF TENDER

To: The Chief Executive  
Officer, Nyati Sacco,  
P.O. Box 7601 –  
00200 NAIROBI

Dear Sir,

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF SUPPLY,  
INSTALLATION, TESTING AND COMMISSIONING OF LIFT INSTALLATION WORKS  
FOR THE PROPOSED CONSTRUCTION OF BUFFALO PLAZA ON LR 37/262/1**

1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of:

Kshs ..... *[Amount in figures]*

Kenya Shillings.....*[Amount in words]*

- 2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer’s Representative’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
- 3. We agree to abide by this tender for **a period of 120 days from the date of tender opening** and shall remain binding upon us and may be accepted at any time before that date.
- 4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
- 5. Understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of .....20.....

Signature .....in the capacity of .....

duly authorized to sign tenders for and on behalf of:

.....*[Name of Tenderer ]*

of.....*[Address of Tenderer ]*

FORM OF TENDER SECURITY

WHEREAS

.....(her einafter called "the Tenderer") has submitted his tender dated ..... For the supply, delivery, installation, testing and commissioning of Lift Installation for the Proposed Construction of Buffalo Plaza on 37/262/1

KNOW ALL PEOPLE by these presents that WE ..... Having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... (hereinafter called "the Employer") in the sum of Kshs..... for which payment will and truly to be made to the said Employer, the Bank/Insurance binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this .....Day of .....20 .....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers
Or
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
(a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force for a period of 150 days from the date of tender opening, and any demand in respect thereof should reach the Bank not later than the said date.

.....
(Date)

.....
(Signature of the Bank)

.....
(Witness)

.....
(Seal)

**PART A:**

**PRELIMINARIES AND GENERAL CONDITIONS**

## PART A - PRELIMINARIES AND GENERAL CONDITIONS

### NAMES OF PARTIES

The following will be inserted in the Articles of Agreement:-

Architects:	<b>AS PER MAIN WORKS</b>
Engineer:	<b>AS PER MAIN WORKS</b>
Employer:	<b>AS PER MAIN WORKS</b>

### 2. DEFINITIONS OF TERMS

The terms, phrases and abbreviations shall be deemed to have the following meanings wherever used hereinafter and in all contract documents.

“Engineer” shall in the Electrical works mean ‘**project Electrical engineer**’ and, or in the event of any of their deaths, or ceasing to be the Engineers for the purposes of this Sub-contract, such other person as the client shall nominate for that purpose. For the purpose of **Electrical** engineering works the Engineer shall be deemed vested with the duties of, and be the representative of the Architect, except on respect of variations which involve the sub-contract sum.

“Main Contractor” shall mean the person or persons, partnership, firm or company, whose tender for the main contract has been accepted, and who has or have, signed the main contract and shall include his or their heirs, executors, administrators, assigned successors and duly appointed representatives. For the purposes of this work, the terms “Main Contractor” and “Contractor” shall have the same meaning.

“Sub-Contractor” shall mean the person or persons, partnership, firm or company, whose tender for the sub-contract for the electrical and mechanical works has been accepted, and who has or have, signed the sub-contract and shall include his or their heirs, executors, administrators, assigned successors and duly appointed representatives.

“Works” shall mean all or part of the works, material and articles, wherever the same are being manufactured or prepared, which are to be used in the execution of this sub-contract and whether the same may be on the site or not.



“Approved” shall mean approved by the Engineer/Architect at his absolute discretion.

“Directed” shall mean directed by the Engineer/Architect at; his absolute discretion.

“Selected” shall mean selected by the Engineer/Architect at his absolute discretion.

“M<sup>3</sup>” shall mean cubic metre

“M<sup>2</sup>” shall mean square metre

“M” shall mean linear millimetre

“Kg” shall mean Kilogram

“No.” shall mean Number“

Prs” shall mean Pairs

“B.S.” shall mean the current British Standard Specification published by the British Standards institution, 2 Park Street, London, W.1. England

“As before” shall mean in all respects as earlier described in the same or previous bill

“Ditto” shall mean the whole of the preceding description except as qualified in the description. Where it occurs in descriptions of succeeding terms it shall mean the whole of the preceding description which is contained within the appropriate brackets.

“Fix Only” shall mean take delivery on site (unless otherwise stated), unload where necessary, transport within site compound, store, unpack, check contents against orders and packing lists, assemble as necessary, distribute to position, hoist and fix only.

### **3. TENDER CONDITIONS**

Any act of collusion that may distort normal competitive conditions may cause the rejection of the tenders concerned. By participating in the tendering, tenderers certify not to be involved in such acts of collusion.

Tenders containing abnormally high or low unit prices and /or lump sums may be rejected. Before such rejection, however the sub-contractor may be given the opportunity of giving a detailed explanation.

Tenders must be returned complete and tenderers, or their assigned representatives are at liberty to witness the tender opening at the time and venue stated in the letter of invitation to tender. Tenders received after the stated time will be returned unopened and incomplete tenders will be rejected.

Tenders are invited in strict accordance with the documents issued, counter offers submitted with tenders will not be considered, letters of qualifications with tenders may be ignored if they have the effect of modifying either the terms of a tender or the compatibility of a tender with the other tenders. However should a tenderer. In good faith wish to propose modifications to the tender terms, conditions and contents for the purposes of reducing the tender amount then he shall contact the Engineer in writing well before the date of tender opening. Should the Engineer approve the proposed modification, all tenderers will be advised in due time for the modification of their tenders. No proposed modification will be considered unless this procedure has been followed.

The client is not bound to accept the lowest or any tender, nor is the client bound to divulge reasons for the acceptance or non-acceptance of any tender. Any tender may be accepted by the client within the stated period unless previously withdrawn by the tenderer.

All deletions, additions and corrections to figures inserted in the tender document are to be counter signed by the tenderer.

In the event of two or more tenders being in the same sum, tenderers may be given 7 days within which to revise their tender prices. Should there again be two or more tenders in the same sum, and in the absence of any qualities to give one tenderer preference over the other(s), then the sub-contract may be awarded by drawing lots in the presence of the tenderers concerned.

#### **4. DESCRIPTION OF SITE**

The site of the works is within **Nairobi**. Due care will be required during construction so that the occupants and facilities in the adjacent premises and the premises themselves are not interfered with in any way.

The sub-contractor is recommended to visit the site and will be deemed to have satisfied himself with regard to the relevant details of preliminary. If the sub-contractor, for whatever reason, feels specialised attendance will be required, with significant financial implications or requires specialised mobilisation to start the works, he should spread the cost of such works in his unit rates.

No claims whatsoever by the sub-contractor for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matters or otherwise, should the sub-contractor be required to offer specialised attendance prior to, or during, the performance of the contract.

#### **5. TENDER EVALUATION PROCEDURES**

Following the return of the tenders for the works measured in these bills of quantities, arithmetical and other analysis will be carried out in order to select the lowest acceptable tender in terms of responsive and realistic pricing, etc. This section will be at the sole discretion of the Employer.

The unit rates offered by the selected tenderer will then be applied to new quantities measured by the Engineer for the revised scope of works.

The resultant total, together with the priced preliminaries and any modified prime cost and provisional sums will be consolidated into a sum for which the sub-contract will be signed. This procedure will be applied only to the selected tender. Neither the Client nor the Consultants will enter into discussion or any correspondence with the other tenderers after the selection process has been carried out and no reasons will be given for selection or non-selection.

Any tenderer unable to comply with these procedures will be disqualified from the selection process

## **6. ACCESS TO SITE AND SECURITY**

Means of access to the site will be as directed by the Architect; no other access will be permitted in any circumstances.

## **7. AREA TO BE OCCUPIED BY THE SUB-CONTRACTOR**

Areas to be occupied by the sub-contractor for use as storage shall be as directed by the Project Architect.

## **8. DRAWINGS**

**8.1** The sub-contractor will be deemed to have examined the drawings before tendering and to have satisfied himself regarding their details and regarding the nature and extent of the works and the method of installation involved. No claims arising out of misapprehension in these respects will be allowed.

**8.2** The sub-contractor shall at his own risk and costs execute and perform the works described in the conditions of contract and bills of quantities and detailed in the drawings provided and supplied to the sub-contractor for the purpose of works and completely finish the said works in a good workmanship and with the utmost expedition.

**8.3** The sub-contractor shall satisfy himself as to the correctness of all drawings and measurements. If the sub-contractor finds any discrepancy in the drawing or between the drawing and the specifications he shall immediately refer the same to the Engineer who will decide which shall be followed.

Figured dimensions shall be taken in preference to the scale mentioned on or attached to any drawing. Details shown on drawings shall be taken in preference to items and quantities in the specification.

**8.4** Two copies of all drawings and of the specifications will be furnished free of cost to the sub-contractor (whose tender has been accepted) for his own use. Any extra copies will be paid for.

## **9. VALUATIONS OF LUMP SUMS AND PRELIMINARY COSTS**

Lump sums entered in these bills of quantities against any item of general condition or preliminaries will be included in appropriate valuations according to reasonable assessment of actual costs involved in the item.

## **10. PAYMENT FOR MATERIALS ON SITE**

All materials for incorporation in the works must be properly installed before payment is effected unless specifically exempted by the Engineer/Architect. This is to include the materials of the sub-contractor, and his nominated suppliers.

## **11. CONTRACT AGREEMENT AND CONDITIONS**

### **11.1 General**

The articles of Agreement and conditions shall be the agreement and schedule of conditions of building contract forms published by the Kenya Association of Building and Civil Engineering Contractors' (KABCEC).

### **11.2 Water and Electricity Supply**

The main contractor will make water and electrical power available to the **Lift** sub-contractor. The main contractor and the sub-contractor will mutually agree whether or not the latter should pay for the water / electricity used for the works. That notwithstanding, no excuse will be entertained for power failure or lack of water as the sub-contractor is required to make his own arrangements in such circumstances.

### **11.3 Sub-contractor's Materials**

Purchase of materials by the sub-contractor and their storage on site for inclusion in payment certificates far in advance of reasonable requirements may be allowed at the sole discretion of the Engineer. This however is also subject to availability of such storage space. Storage space may be provided on site.

## **12. WARRANTY AND PERFORMANCE STANDARDS**

The sub-contractor must furnish the client through the Engineer with a general written warranty covering quality of workmanship, material and equipment and be compelled thereby for a one year period after practical completion of the sub-contract.

The sub-contractor must make good, at his own expense, such repairs and replacements as may be required as a consequence of negligent workmanship or defective materials. The sub-contractor must also procure such warranties and guarantees as aforesaid from all manufacturers and/or suppliers of materials or equipment incorporated in the project under this contract.

The sub-contractor must comply in all respects with given standards of workmanship as defined and described in the specifications and Bills of Quantities and relevant codes of Practice. The sub-contractor must also comply with all tests of materials as required and/or directed by the Engineer.

**13. TOOLS, PLANTS, ETC**

The sub-contractor shall allow for providing of all ladders, tools, plant and transport required for the works, except in so far as may be specifically stated otherwise.

**14. SAFETY, HEALTH AND WELFARE OF WORKPEOPLE**

The sub-contractor shall allow for providing for the safety, health and welfare of workpeople and for complying with any relevant ordinances, Regulations or Union agreement.

**15. NATIONAL INSURANCE AND PENSIONS**

The Sub-contractor shall allow for making any National Social Security Fund payments due in respect of workpeople.

**16. HOLIDAY AND TRANSPORT OF WORKPEOPLE**

The sub-contractor shall allow for providing holidays and transport for workpeople and for complying with any relevant ordinances or union agreement.

**17. TRAINING LEVY**

The sub-contractor's attention is drawn to legal notice no. 237 of October, 1971, which requires payments by the sub-contractor of a training levy on all contracts of more than Shs. 50,000/= in value and his tender must include for all costs arising or resulting there from. Proof of payment of those training levies will be required.

**18. EXISTING PROPERTY**

The sub-contractor shall take every precaution to avoid damage to all existing property including flower beds, fences, roads, cables, office equipment, drains, adjacent buildings and other services and he will be held responsible for all damages arising from the execution of this sub-contract to the afore-mentioned property and he shall make good all such damage where directed at his own expenses to the satisfaction of the Engineer.

**19. TESTING**

The sub-contractor shall allow for all testing of material and installations required by these specifications and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour, equipment, transport and all other costs.

## **20. SUPERVISION AND WORKING HOURS**

The works shall be executed under the direction, and to the entire satisfaction in all respects, of the Engineer who shall at all times during normal working hours have access to the works and to the yards and workshops of the sub-contractor or other places where work is being prepared for the sub-contractor.

The working hours shall be those generally worked by good employers in the building and civil engineering trades taking note of gazetted holidays unless the Engineer shall so direct.

No work shall be covered up in the absence of the clerk of works without the prior approval of the Engineer in writing.

## **21. SAMPLES**

The Sub-contractor shall furnish at his own cost any samples of materials or workmanship that may be called for by the Engineer for his approval or rejection and any further samples in the case of rejection until such are approved by the Engineer, and the Engineer may reject any materials or workmanship not in his opinion up to the approved samples.

The Engineer shall instruct for the testing of such materials as he may at his discretion deem desirable and the testing shall be made at the sub-contractor's cost. The sub-contractor shall allow in his tender for such samples and tests.

## **22. MATERIALS, TOOLS, PLANT ETC.**

All materials and workmanship used in the execution of works shall be of the best quality and description unless otherwise described. Any materials for the works condemned by the Engineer shall immediately be removed from the site at the sub-contractor's expense.

The sub-contractor shall provide at his own risk and cost all materials, scaffolding, tools, plant, transport and workmen required for the works except, insofar as may be stated otherwise herein.

The sub-contractor shall order all materials to be obtained from overseas immediately after the sub-contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are onsite when required for use in the works.

Any defects which may appear, either of materials or of workmanship, during the defects liability period provided by the sub-contract, shall be made good by the sub-contractor at his own expense, as and when directed.

If the sub-contractor shall fail to carry out such orders, as by the preceding paragraph provided within such reasonable time as may be specified in the order, the materials or works affected may be made good by others in such manner as the Engineer may direct, in which case the cost thereby incurred shall, upon the written certificate of the Engineer, be recovered from the sub-contractor as liquidated damages.

### 23. FOREMAN

The sub-contractor shall keep constantly on works a competent English-speaking foreman and any directions or explanations given by the Engineer to such a foreman shall be deemed to have been given to the sub-contractor.

### 24. INSURANCE

The sub-contractor shall during the execution of the works, insure himself and keep himself insured against all liability under the workmen's compensation act or any amendment thereto for accidents to workmen employed by him on the said works and shall hold the employer and all parties to the contract harmless in respect of any such liability.

The sub-contractor shall further insure himself and keep himself insured against all liabilities arising from all Third party claims arising from accidents and he shall hold the Employer, the Consultants and all parties to the contract harmless in respect of any such liabilities.

No payments on account of the work executed will be made to the sub-contractor until he has satisfied the Engineer either by the production of an Insurance Certificate that the foregoing provisions have been complied with in all respects.

Thereafter the Engineer may from time to time check that premiums are duly paid up by the sub-contractor who shall, if called upon to do so, produce receipts of premium renewals for the Engineer's inspection.

### 25. BOND

The sub-contractor shall find and submit for the approval by the Engineer one surety who shall be an established bank, Insurance company or fidelity guarantee corporation and who will be willing to be bound to the Employer in an amount equal to ten percent (10%) of the sub-contract amount for the due performance of the sub-contractor up to the date of completion as certified by the architect and who will then and if called upon, sign a bond to that effect, on the same day as the sub-contract agreement is signed. In the event of the surety named not being approved by the Engineer, the sub-contractor shall furnish within seven days another surety to the approval of the Engineer. This shall be complied with unless the **MAIN WORKS** deems the subcontract as **DOMESTIC** contract.

## **26. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The sub-contractor shall proceed with the works in such manner and in such order, as the Engineer shall direct so as to complete the works on the shortest possible time.

It is the responsibility of the sub-contractor to ensure that all material, fittings, equipment and items to be supplied are ordered and delivered to the site ready for installation at such times as to cause no hold up to the programme of work.

NOTE: 1. The sub-contract completion period is the same as that of main contract.

2. Liquidated damages and Ascertained damages will be calculated pro-rata on the rate provided in the main contract.

## **27. PAYMENT AND CERTIFICATES**

Payments shall be made through certificates via the main contractor. All payments shall be less retention as specified in the sub-contract agreement. The sub-contractor shall be paid only for work done and /or materials on site.

The percentage of certified value retained should be 10%. Limit of Retention shall be a sum equivalent to 5% of the sub-contract sum.

Prices quoted shall include 16% VAT and 3% withholding tax and all taxes applicable at the time of tender.

No certificate so issued by the Engineer/Architect shall in itself be considered conclusive evidence as to the sufficiency of any work or materials to which the terms and conditions of this agreement or from his liability to make good all defects as provided thereby.

## **28. CONDITIONS OF SUB-CONTRACT, ETC**

The sub-contract agreement shall be based on KABCEC conditions. FIDIC conditions for electrical and mechanical works shall form complementary reference where clear interpretation cannot be made.

## **29. BLASTING**

Blasting will not be allowed unless with express authority of the Engineer.

## **30. HOISTING**

The sub-contractor is referred to the Drawings and to the general description of the building. Throughout these specifications generally no mention is made of heights for hoisting.



All prices must include for hoisting and fixing at any level within the limits shown on the drawings or included in the general description of works. Where a particular level is specified the sub-contractor shall price accordingly.

**31. CASING UP AND PROTECTING**

The sub-contractor shall be responsible for casing up or otherwise protecting to the satisfaction of the Engineer all parts of the sub-contract works liable to cause injury and for removing such protection and making good on completion.

**32. WORKS TO BE DELIVERED UP CLEAN**

On completion of the works, the site and the works shall be cleared of all plant, scaffolding, rubbish and unused materials and shall be delivered up in a clean and perfect condition in every respect to the satisfaction of the Engineer.

**33. DEFECTS LIABILITY PERIOD**

The defects liability period shall be as provided in the main contract.

**34. CLAIMS FOR EXTRAS**

This is a fixed price contract and no claims whatsoever on extras will be entertained.

**35. TRADE NAMES**

Where trade names of manufacturer's catalogue numbers are mentioned in these specifications the reference is intended, as a guide to the type of the article or material required. The sub-contractor may use any article or material equal in type or quality to those therein described subject to the prior approval of the Engineer, and at his (Engineer's) absolute discretion. The onus of proof as to equivalent quality will rest with the sub-contractor, whose tender will be deemed to include for the makes described hereafter.

**36. FLUCTUATIONS**

This is a fixed price sub-contract and claims shall not be allowed on fluctuations.

## TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Preliminary evaluation
2. Technical Evaluation; and
3. Financial Evaluation.

### STAGE 1: PRELIMINARY EXAMINATION

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to tender and any other conditions as stated in the bid document.

These conditions include the following:

- i. Current **Category of Registration** and **Valid Practising Licenses** with National Construction Authority (NCA) for the category as listed below.  
“NCA 4” and above in the **Electrical Class of works**
- ii. Fully filled technical schedule for Compliance with Technical Specifications
- iii. Proof of payment for tender document if required;
- iv. The Bid has been submitted in the format required by the procuring entity for the bidder (and all joint venture bids);
- v. Provision of a tender Security that is in the required form, amount and that the tender security is valid for the period required; (1% of the quoted sum)
- vi. Fully filled Form of Tender for the bidder (and all joint venture bids contractors);
- vii. Valid Tax Compliance Certificate for the bidder (and all joint venture bids contractors);
- viii. Fully filled Confidential Business Questionnaire (and all joint venture bids contractors);
- ix. Fully signed Statement of Compliance (and all joint venture bids contractors);
- x. One Number Bid Document for the bidder (and for joint venture one number bid having all the sub bids);
- xi. Signed Pre-tender site visit form if pre-tender site visit is required;
- xii. Proof of authorization shall be furnished in form of a written power of attorney which shall accompany the tender if the signatory to the tender is not a director of the company (provide name and attach proof of citizenship of the signatory to the tender). Provide also Form CR12 from the Registrar of Companies.
- xiii. A copy of valid business permit for the bidder (and all joint venture bids);

- xiv. A copy certificate of registration/Incorporation for the bidder (and all joint venture bids);
- xv. A copy pin certificate for the bidder (and all joint venture bids);
- xvi. A copy of company's list of directors, beneficial owners, name if proprietor or names of partners (copy of CR 12) for the bidder (and all joint venture bids);
- xvii. Signed and signed statement of verification that no debarment in matters of public procurement proceedings for the bidder (and all joint venture bids);
- xviii. Declaration that the firm has not been convicted of corrupt or fraudulent practices and will not engage in any corrupt or fraudulent practices for the bidder (and all joint venture bids);

**STAGE 2: TECHNICAL EVALUATION**

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

*‘The tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under Instruction to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract. In order to comply with provisions of Instruction to Tenderers, the tenderers shall be required;*

- a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;*

<b>PARAMETER</b>	<b>MAXIMUM POINTS</b>
(i) Compliance with Technical Specifications-----	40
(ii) Key personnel -----	20
(iii) Contract Completed in the last Four (4) years -----	18
(iv) Audited Financial Report for the last 3 years -----	10
(v) Evidence of Financial Resources -----	12
<b>TOTAL</b>	<b>100</b>

The pass-mark under the Technical Evaluation is 70 percent. Any bidder who scores below the pass mark will be considered non responsive

**STAGE 2 - TECHNICAL EVALUATION**

Item	Description	Point Scored	Max. Point
	<p><b>Director of the firm</b>            Holder of degree in Architectural, Quantity surveying or Engineering field            (attach degree certificate) -----5</p> <p>Holder of diploma in any of the above fields            (attach diploma certificate)----- 4</p> <p>Holder of certificate in in any of the above fields            (attach craft certificate) ----- 3</p> <p>No relevant certificate-----0</p>		5
	<p><b>Project supervisor</b>            Holder of degree in Electrical Engineering field            (attach degree certificate) -----5</p> <p>Holder of diploma in Electrical engineeringfield            (attach diploma certificate)----- 4</p> <p>Holder of certificate in Electrical engineering field            (attach craft certificate) ----- 3</p> <p>No relevant certificate-----0</p>		5

	<p><b>Project skilled staff(2no.officers)</b></p> <p>Holder of degree in Electrical Engineering field (attach degree certificate) ----- 2 each</p> <p>Holder of diploma in Electrical engineering field (attach diploma certificate) ----- 3 each</p> <p>Holder of certificate in Electrical engineering field (attach craft certificate) ----- 5 each</p> <p>No relevant certificate-----0</p>		<p><b>10</b></p>
	<p><b>A Minimum of three (3) projects of similar nature, complexity and magnitude completed within the last five (5) years from the date of tender opening (Attach signed project completion certificates)</b></p> <p>projects of a value more than 70% and above of contract price quoted for this project @ 6 marks each</p> <p>projects of a value of a value between 50% - 69% of contract price quoted for this project @ 5 marks each</p> <p>projects of a value of a value between 20% - 49% of contract price quoted for this project @ 2 marks each</p> <p>projects of a value of a value between 1% - 19% of contract price quoted for this project @ 1 marks each</p> <p>no projects @ 0 marks</p>		<p><b>18</b></p>

	<p><b>Audited financial report</b>  <b>Attach Audited financial report for the last two (2) years (2019 and 2020) or (2020 and 2021) whichever is the latest. The Audited Financial Reports are valid only when be signed and stamped by a registered Accountant or Audit Firm registered and recognized in Kenya. indicate the current ratio for each year</b></p> <p>Has current ratio over 2  @ 5 marks for each year</p> <p>Has current ratio of between 2 and 1.5  @ 4 marks for each year</p> <p>Has current ratio of between 1.5 and 1  @ 3 marks for each year</p> <p>Has current ratio of between 1 and 0.7  @ 2 marks for each year</p> <p>Has current ratio of less than 0.7  @ 1 marks</p> <p>Has not indicated current ratio  @ 0 marks</p>		<b>10</b>
	<p><b>Financial Resources</b>  <b>Attach record of cash in hand in form of certified bank statement or Current letter (dated 2021 or 2022) from the bidders' bankers and level of overdraft or credit limits allowed.</b></p> <p>Has financial resources of a value of 100% and above of contract price quoted for this project @ 12 marks</p> <p>Has financial resources of a value of a value between 99% - 90% of contract price quoted for this project @ 5 marks each</p>		<b>12</b>

	<p>Has financial resources of a value less than 90% of contract price quoted for this project @ 2 marks</p> <p>Has no financial resources @ 0 marks</p>		
	<p><b>Compliance with technical specifications</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Has submitted relevant technical brochure/catalogues</li> <li><input type="checkbox"/> Has highlighted the Catalogue Number if many options for the same item are on the attached catalogue</li> <li><input type="checkbox"/> Fulfill the tender specifications in terms of Standards of manufacture; Performance ratings/characteristics;</li> </ul> <p>a) Has fully complied with the technical specifications @ 40 marks</p> <p>b) Has not complied with the technical specifications @ 0 marks</p>		<p><b>40</b></p>

*Current ratio = current assets/current liabilities*

**Any bidder who scores 70 points and above in this Technical Evaluation shall be considered for further evaluation**



### STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation for the bidder (and all their joint venture partners) shall follow.

The evaluation shall be in three stages

- a) Determination of Arithmetic Errors for the bidder (and all their joint venture partners);
- b) Comparison of Rates for the bidder (and all their joint venture partners);  
; and
- c) Consistency of the Rates for the bidder (and all their joint venture partners);

#### A) Determination of the Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- i) In the event of a discrepancy between the amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works
- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.

#### B) Comparison of rates for the bidder (and all their joint venture partners)-

Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity's tender committee giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
  - b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
  - c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.
- C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

#### **STAGE 4 - RECOMMENDATION FOR AWARD**

SECTION NAME:

**PART B: GENERAL SPECIFICATIONS, SCHEDULE OF CONTRACT DRAWINGS &  
PARTICULAR SPECIFICATIONS**

## GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

- 2.1 General
- 2.2 Standard of Materials
- 2.3 Workmanship
- 2.4 Procurement of Materials
- 2.5 Shop Drawings
- 2.6 Record Drawings
- 2.7 Regulations and Standards
- 2.8 Setting out Works
- 2.9 Testing on Site

## 2.1 GENERAL

This specification is to be read in conjunction with any other information herein issued with it. Bills of quantities and schedule of unit rates shall be the basis of all additions and omissions during the progress of the works.

## 2.2 STANDARD OF MATERIALS

Where the material and equipment are specifically described and named in the Specification followed by approved equal, they are so named or described for the purpose of establishing a standard to which the contractor shall adhere.

Should the contractor install any material not specified herein before receiving approval from the proper authorities, the Engineer shall direct the contractor to remove the material in question immediately. The fact that this material has been installed shall have no bearing or influence on the decision by the Engineer.

All materials condemned by the Engineer as not approved for use, are to be removed from the premises and suitable materials delivered and installed in their place at the expense of the Contractor. All materials required for the works shall be from branded manufacturers, and shall be new and the best of the respective kind and shall be of a uniform pattern.

## 2.3 WORKMANSHIP

The workmanship and method of installation shall conform to the best standard practice. All work shall be performed by a skilled tradesman and to the satisfaction of the Engineer. Helpers shall have qualified supervision.

Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the contractor's expense.

Permits, Certificates or Licenses must be held by all tradesmen for the type of work; in which they are involved where such permits, certificates or licences exist under Government legislation.

## 2.4 PROCUREMENT OF MATERIALS

The contractor is advised that no assistance can be given in the procurement or allotment of any materials or products to be used in and necessary for the construction and completion of the work.

Contractors are warned that they must make their own arrangements for the supply of materials and/or products specified or required. Where necessary, advance payment shall be granted as stipulated in the Appendix to Instruction to Tenderers clause 9 page A/17

## **2.5 RECORD DRAWINGS**

These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1:50 and shall include plan views and section.

The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.

One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

## **2.6 REGULATIONS AND STANDARDS**

All work executed by the contractor shall comply with the current edition of the "Regulations" for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, Electric Power Act, Kenya Bureau of Standards (KBS), Institution of Electrical Engineers (I.E.E) Wiring Regulations, Current recommendation of CCITT and CCIR, and with the Regulations of the Local Electricity Authority and the Communications Commission of Kenya (CAK)

Where the sets of regulations appear to conflict, they shall be clarified with the Engineer.

## **2.7 SETTING OUT WORK**

The contractor, at his own expenses, is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the Engineer before proceeding and must allow in his tender for all such modifications and for the provision of any such sketches or drawings related thereto.

## **2.8 TESTING ON SITE**

The contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specifications No. 1 and No.2, Electric Supply Company's By-Laws, Communications Authority of Kenya (CA) requirements or any other supplementary Regulations as may be produced by the engineer.

Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation shall be rectified by the contractor at his own expense.

## **SCHEDULE OF CONTRACT DRAWINGS**

## SCHEDULE OF CONTRACT DRAWINGS

- 1.0 Bidders shall be required to view the architectural and electrical drawings to ascertain dimensions of the lift pit, headroom and shaft, cable routes and cable lengths before pricing the Bills of Quantities of this tender document.



**GENERAL AND PARTICULAR SPECIFICATIONS  
FOR  
LIFT INSTALLATIONS**

## GENENERAL SPECIFICATIONS FOR LIFTS INSTALLATION WORKS

### REGULATIONS

All Apparatus and materials supplied and work carried out shall comply with the provisions of the following documents:-

- (a) The latest Edition of I.E.E Regulations
- (b) The Kenya Power and Lighting Co. Ltd By-laws
- (c) The Electric Power Act and the Rules made there under.
- (d) EN81 and C.P 407 (1972)
- (e) The requirements of the Chief Inspector of Factories for the Kenya Government, Factories Act Chapter 514 SECTION 30. **The contractor shall avail all the certificates.**
- (f) Any other regulations governing lift installations in Kenya
- (g) Kenya Bureau of Standards (KBS) lifts standard KS 2169 -1

### BUILDER'S WORK BY LIFT CONTRACTOR

#### A. Lifts Shaft

- (i) The internal dimensions of the lifts shafts are:
  - a) 1950mm by 1950mm for each passenger lift(1No.)
- (ii) The lifts Contractor shall provide cut-outs for hall buttons, hall position indicators, hall lanterns, shaft ventilations and fire man's switch.  
  
It shall be the responsibility of the lifts Contractor to provide, properly position and fix the hall buttons, hall indicators, hall lanterns, fire man's switches, door frames, sills and architraves.
- (iii) The lifts Contractor shall provide the necessary scaffolding for erection of equipment and hoarding to secure the work area from general public and maintain safety of the people and other installations in the building.
- (iv) The lifts Contractor shall provide temporary electricity supply for erection and shaft lighting, and thereafter a permanent supply from an appropriate isolator.

#### B. Lifts Pit

The lifts contractor shall provide and fix ladders where such facility may be required as stipulated in BS 5655, and terminal and over travel limit switches.

### **C. Lift Motor Room**

The lifts Contractor shall provide the following in the lifts motor room:

- (i) Cut-outs for roping, safety gear ropes, selector tapes (where provided) cabling etc. in the lifts motor room floor.
- (ii) Lifting beam in the form of a rolled steel joist if required.
- (iii) General lighting cable ducts and conduits and power and ventilation equipment.

### **D. Access**

The lifts Contractor shall provide stairway access with lockable doors to the lifts motor room. On the outer side of the door shall be written in red letters:

“DANGERS 415 VOLTS – LIFT MOTOR ROOM – NO  
UNAUTHORISED PERSON ALLOWED INSIDE”

### **E. Builder's Work**

The lifts Contractor shall provide for:

- (i) All chasing, shaft ventilation and making good
- (ii) All drilling and plugging of holes in floors, walls, ceiling and roofs for security services, and for equipment requiring screw or bolt fixing.
- (iii) Any purpose made fixing brackets

## **FIREMAN'S SWITCH FOR THE LIFTS**

A fireman's control switch shall be provided in the down terminal floor, main entrance lobby. The Fireman's switch shall be of the type approved by the Engineer.

Operation of the Fireman's switch shall stop the lift car on the next landing but without opening the car and landing doors and immediately return the lift to the ground floor irrespective of any other calls and park lift with doors open. The car will then become in-operative with the exception of the 'Fireman's Lift' which shall operate in answer to the car buttons until only the fireman's switch is reset.

## **EMERGENCY ALARM SYSTEM**

An emergency alarm system in the form of an intercom shall be installed between the car, the motor room, and the reception desk on the ground floor.

The alarm system shall be clearly labeled "Emergency Alarm". On pushing an alarm button, the system should ring simultaneously in the car, motor room and the reception desk.

The lifts Contractor shall carry out the wiring in the lift car and between machine and the reception desk. The power supply for the alarm system shall be derived from a self-recharging unit.

## **EMERGENCY DOOR KEYS**

It shall be possible to open every lift-landing door by the use of a release key whether or not the lift car is in the landing zone. The key hole shall be unobtrusive and located at high level.

## **CALL STATION AND OPERATING PANEL BUTTONS**

The call station, distributed between the lifts on each landing, and operating panel buttons shall be micro-motion push button.

### **7. INTERFERENCE SUPPRESSION**

The lift motor and auxiliary controls shall be suppressed so as not to interfere with local radio and television reception and closed circuit television or Electro mechanical equipment within the building. The suppression shall be carried out in accordance with B.S. 800 and all suppression devices incorporated shall comply with B.S. 5655.

### **8. PROTECTION PADS**

The lifts Contractor shall supply one set of protective quilted cover pads to approval for passenger lift cars.

### **9. CAR EMERGENCY LIGHTING**

The lift cars shall be provided with an emergency light fitting operating from a self-recharging battery unit. The emergency light will be built in the car-operating panel.

### **10. TEST**

Both on completion of his work on the lifts and at the end of the guarantee period, the lifts Contractor shall carry out all the tests as required and in accordance with B.S 5655 part 7 in the presence of the Engineer and shall provide all the necessary instruments, labour and materials to do so at his cost.

Damage occurring, as a result of these tests will be made good by the Lifts Contractor to the Engineer's satisfaction at his expense.

4No. (Four) copies of the test certificates for each lift should be forwarded to the Engineer within 4 days of completion of the last test.

## **11. TRAINING**

The tenderer shall provide in his tender for the training of 2No.technicians on site in the maintenance of the lifts during the dismantling, installation, testing and commissioning period.

## **12. PROTECTION AGAINST POWER/VOLTAGE FLUCTUATIONS, SURGES AND TRANSIENT CURRENTS**

- 12.1 The lift equipment and all its controls shall be protected against power/ voltage fluctuations, surges and transient currents. The contractor shall provide for and install all the necessary equipment for this protection. The protective switchgear shall be verified by the Engineer during the overseas factory inspection.

## **13. INITIAL STATUTORY INSPECTION**

- 13.1 The tenderer shall allow in his tender for the initial statutory inspection of the lift by an Approved Government Lift Inspector during the commissioning of the new lift, and thereafter for inspection at intervals of six (6) months periodic time during the 12 months defects liability period. One of the inspections shall be done after the expiry of the defects liability period on confirming that all the defects (if any) have been corrected by the lift contractor.
- 13.2 The employer and the contractor shall, at each inspection, each retain a copy of the lift inspection certificates while the original will be submitted to the Ministry of Labour and Human Resources Development.

## **14. INITIAL MAINTENANCE**

- 14.1 The tenderer shall allow in his tender for the initial routine service maintenance of the new lift once a month during the 12 months defects liability period and shall carry out all necessary adjustments and repairs, cleaning, greasing and oiling of moving parts.
- 14.2 During the initial maintenance of the new lift, the tenderer shall also allow in his tender for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism.
- 14.3 The contractor shall also provide a 24 -hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of the defects liability period.
- 14.4 A monthly report of any works done upon the installation shall be supplied to the Engineer.

## **15. 15.0 REGISTRATION OF THE NEW LIFTS**

- 15.1 The tenderer shall allow in his tender for the registration of the new lifts with the Ministry of Labour including payments of any fees that may be required. It is the responsibility of the Contractor to avail the registration certificate to the client once the registration has been done.

## **16. INTERIOR LIFT CAR FINISHES**

- 16.1 The interior lift car finishes including ceiling, floor, cabin panels, car door, landing door and architraves shall be to the Engineers approval in liaison with the Client. The approval will be within the range of the manufacturers' range of finishes in their brochures. The tenderer must therefore allow for this in their bid.

## **17. FACTORY INSPECTION**

- 17.1 The employer shall be entitled to have the quantity and quality of the imported lifts materials inspected by three number (3No.) engineers appointed by the Project Manager, and four (4No.) representatives for the employer.
- 1.1 The said inspection shall be carried out at the factory of manufacture of the lifts materials during normal working hours and the successful tenderer shall give written notice to the Project Manager at the latest thirty (30) calendar days in advance of the date that the lifts materials are ready for inspection.
- 1.2 Travel (including ground, air travel and airport passage taxes) and full board accommodation expenses in at least a three (3) star hotel incurred by the engineers appointed by the Project Manager, and the employer's representatives shall (see clause 12.1) be borne by the contractor. The contractor shall also meet out of pocket expenses for the officers at Government of Kenya rates for the duration of the factory inspection. The costs incurred shall be re-imbursed to the contractor from the provisional sum allowed in page (G/8) of the Bills of Quantities.
- 1.3 The inspection period shall be five (5) working days excluding travelling time.
- 1.4 If as a result of the inspection any of the lift materials are found to be defective, the successful tenderer shall replace the defective materials and determine a new date as when a new inspection shall be performed at the expense of the contractor.
- 1.5 The successful tenderer shall only ship the lift materials after the said factory inspection.

## **18. LIFT MONITORING SYSTEM**

- 18.1 This is to be a software based system with a 20" colour monitor and a key board to monitor and control security functions at all times. It shall be located at the reception/security desk.

## PARTICULAR SPECIFICATIONS

### 1.00) LOCATION OF SITE

The site of the proposed works is at Nairobi West –Nairobi County.

### 2.00) DESCRIPTION OF THE WORKS

The project comprises the supply, installation, testing and commissioning of **2No.modern microprocessor control based lifts.**

### 3.00) CLIMATE CONDITIONS

The following climatic conditions apply at the site of the contract work and the equipment, materials and the installations shall be suitable for these conditions.

Altitude	2404 M
Mean Maximum Temperature	41.4°C
Mean Minimum Temperature	13.9°C
Range of Relative Humidity	39%-97%
Longitude (approximately)	36° 28'E
Latitude (approximately)	0°27'S
Salt in the atmosphere	0.02%
Solar radiation, February Mean Max	543 Langleys

Extremely heavy rainfall is experienced at certain periods of the year and the contractor shall be deemed to have taken account of this factor both in his prices and his planning of the execution of the contract works.

### 4.00) GENERAL REQUIREMENTS

The lift Contractor shall supply, deliver unload, hoist, fix and erect, test and commission all the equipment, plant and materials in accordance with all specifications contained in this document including the Building plans to provide a complete and operable installation.

The lifts Contractor shall become liable for defects and be responsible for the initial maintenance of the lifts installed all as specified here in.

### 5.00) PARTICULAR REQUIREMENTS

The tenderer shall provide factory compliance certificate for EN 81 – 1/1998 to prove compliance with this European code. Failure to provide this shall render the tender non –responsive and hence the bid will not be considered.

### 6.00) TECHNICAL SPECIFICATION FOR THE LIFTS

#### 6.0.1 PASSANGER LIFTS

No. of Unit	:	One (1No.)
Load	:	600Kg (8 persons)
Speed	:	1. 6m/s
Drive	:	Closed loop digital VVVF
Control system:	:	Electronic. Fully software based microprocessor controlled system and an advanced intergrated lift management system to serve the one (2No.) lifts
Machinery	:	Gearless. Any other machinery to be located either in shaft or in the machine room
No.of stops	:	11 (B,G,1,2,3,4,5,6,7,8, and 9th floor)
Travelling cable	:	Travelling cable to serve interface for fire alarm

		system, C.C.T.V and Audio System to be installed.
Lift Pit	:	To be agreed upon after site handing over.
Head room	:	To be agreed upon after site handing over
Shaft Dimensions	:	1950mm width x 1950mm Length (INTERNAL)
Normal Operation (1No.)	:	Fully collective duplex function, with locations of one call button in each floor
Power requirements	:	415V ac, 3 phase, at 50Hz

## 6.0.2 Other main facilities and functions to be included

	:	Car door operation shall be fully automatic with (infra-red) electronic door sensors
	:	Car position indicator
	:	Door button – re-open
	:	Voice guidance system (voice synthesizer)
	:	Emergency power operation and system backing
	:	Intercom facility – 3 way
back-up	:	Alarm power unit and bell complete with a maintained power supply
	:	Safe landing with deviation of not more than 3mm
	:	Floor position indicator on every floor
	:	Independent service key operation
	:	Signal floor lantern with sounders or car arrival chimes on all floors
	:	All the lift call buttons and car operation pannels must have <b>buttons for the disabled</b> ( Braille for the blind and button for wheel chair users)



	:	Remote control car stop (emergency)
	:	Cabin ventilation shall be tropicalised high Capacity cylinder type operation.
	:	Car extract fan should be powerful, quiet, drought free and multi-directional complete with a maintained back-up power supply
	:	Shall incorporate an Audio Visual car overload device.
	:	Shall have forced ventilation key switch.
Code compliance	:	The lifts shall comply with BS 5655 or European equivalent code EN 81 and KS 2169 -1
Specification	:	The lift Contractor shall set the landing doors at 10mm from the finished floor levels so as to get a fall away from the landing to prevent water from <b>flowing down the lift shafts when washing up.</b>
Structural Openings	:	The lift Contractor shall set the landing doors at 10mm from the finished floor levels so as to get a fall away from the landing to prevent water from <b>flowing down the lift shafts when washing up.</b>
Entrances	:	The lifts car shall have automatic high speed power operated 2 panel centre openings of 1500mm wide by 2100mm high
Landing door	:	Stainless steel to Engineer's approval.
Car door	:	Stainless steel to Engineer's approval.
Landing door architraves:	:	Architraves to be granite tiles of a client approved colour with an aluminium strip at the edge, all to the Engineer's approval.
Wall switches	:	All operating switches in the lifts shaft shall be of the enclosed drip proof type.
totally	:	Indirect Lighting shall be fitted in the car to a level of 150 lux.
Lighting	:	Indirect Lighting shall be fitted in the car to a level of 150 lux.
Cabin walls	:	Stainless steel to Engineer's approval
Car interior fronts	:	Stainless steel to Engineer's approval.
Mirror	:	Three quarter full height at the rear car panel.
Door Operation	:	Heavy duty variable frequency driven door operators on a frame above the lift car.
	:	Fully adjustable door open and close speeds - micro-processor controlled. The goods lift has no mirror and/or hand rail.
	:	Intelligent speed adjustments to cope with traffic requirements
	:	Full curtain electronic infrared 3 dimensional detectors.
	:	An electro- mechanical type tested interlock shall be provided, fitted on the landing door and operated by the door lock cam on the lift car to prevent movement of the lift car until the landing door is both mechanically and electronically locked.
Hand rails	:	Round sectioned polished stainless steel, formed, 50mm OD x 3mm thick on the three (3) panels of the lift car. Dual on each wall to cater for the different height requirements of the Hospital Furniture and equipment.
Emergency light	:	Emergency light in the lift cars shall be 6 watts complete with a maintained back-up power supply
Signal Hall Lanterns	:	LCD displays and different tones for up and down motions.
Signal fixtures	:	Wide angle view car position indicator unit with high reliable LED technology.
Floor buttons plate	:	Micromotion with ring illumination brushed stainless steel with Braille indication.

Floor secured safety exposed.	:	3mm thick, seamless, chequered stainless steel plates flash and complies with local and international regulations. No sharp joint shall be exposed.
Car position indicators:		Car position indicators shall be digital LCD type.
Car direction indicators :		Car direction indicators shall have polycarbonate covers and 160° angle view.
Manual operation :		Provision shall be made for manual raising and lowering by means of spokeless wheel. This wheel shall be mounted on the drive motor. This facility should be availed at the control panel.
Painting	:	All parts of the control equipment, switchgear trunking plates and closed sections of metal parts which will not be accessible for painting after erection shall be given three coats of paint at the manufacture's works.
		All bright surfaces shall be coated with lacquer or other protective coating before leaving the manufacturer's works. Metal works in the lift shaft shall be painted on site with three coats of best quality oil paint. The lifts machine and other machinery located in the lifts motor room shall be painted with three coats of best quality oil paint one coat being applied after erection.
Guarantee of Spare parts :		The tenderer must confirm in writing and providewritten commitment from manufacturer, the availability of parts for the make of lift proposed for installation, for a continous period of at least 10 (ten) years.
Construction :		In general, the lift car shall be constructed from pressed steel.The method of construction and strenth of lift cars ,doors and panels shall complywith B.S. 5655. Part 1 1970 and the amendments and in accordance with European code EN 81.
Base frame :		The complete hoisting equipment shall be mounted on base frame of fablicated steel which when installed shall be insulatad from the building structure by means of rubber or other approved sound and viration isolated material provided and fixed in an approved manner between frame and the supporting beams.
Power factor :		The powerfactor for the drive shall not be less than 0.9 lagging.

**7.0 INFORMATION TO BE SUPPLIED BY THE TENDERER**

7.1 The tenderer shall fill in the following information pertaining to the VIP lift being offered at the time of tendering:-

- (i) Type of Drive Motor  
.....
- (ii) Size of the Drive Motor (KW).....
- (iii) Country of Manufacture  
.....
- (iv) Power Factor  
.....
- (v) Starting Current A  
.....
- (vi) Running Current B.  
.....
- (vii) Duration of Starting Current  
.....
- (viii) Lift Capacity ( Kg/Persons).....
- (ix) Lift Speed  
.....  
....
- (x) Landing Doors Type  
.....
- (xi) Landing Doors Safety Features.....
- (xii) Dimensions of Lift Car  
.....
- (xiii) Shaft dimensions  
.....

7.2 The tenderer shall fill in the following information pertaining to the passenger lifts being offered at the time of tendering:-

- i) Type of Drive Motor  
.....
- ii) Size of the Drive Motor (KW).....

- iii) Country of Manufacture  
.....
- iv) Power Factor  
.....  
....
- v) Starting Current A  
.....  
.....
- vi) Running Current B.  
.....  
.....
- vii) Duration of Starting Current  
.....
- viii) Lift Capacity ( Kg/Persons).....
- ix) Lift Speed .....
- x) Landing Doors Type  
.....
- xi) Landing Doors Safety Features.....
- xi) Dimensions of Lift Car  
.....
- xiii) Shaft dimensions  
.....

## Statement of Compliance

- 1) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
- 2) I confirm I have not made and will not make any payment to any person, who can be perceived as an inducement to win this tender.

Signed: .....*for and on behalf of the Tenderer*

Date: .....

Official Rubber Stamp: .....

SECTION NAME:

PART C: BILLS OF QUANTITIES

## BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES

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## GENERAL NOTES TO TENDERERS

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings, general specifications of materials and works and particular specifications of materials
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (**including 16% VAT**).

In accordance with Government policy, the 3% Withholding Tax **shall be deducted** from all payments made to the Tenderer, and the same shall be forwarded to the **Kenya Revenue Authority (KRA)**.

- 3 All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part thereof.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

Should the sub-contractor install any material not specified here in before receiving **written approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The grand total of prices in the price summary page must be carried forward to the **Form of Tender for the tender to be deemed valid**.



**Statement of Compliance**

- a) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
  
- b) I confirm compliance to the items specified in technical catalogues and brochures I have attached as required in the technical schedule.

Name: .....

Capacity..... *(Person with power of attorney)*

Signed: ..... *for and on behalf of the Tenderer*

Date: .....

Official Rubber Stamp: .....

## **PRICING OF ITEMS.**

The Bills of Quantities are divided generally into three sections:-

### **Preliminaries – Bill 1**

Prices will be inserted against item of preliminaries in the sub-contractor's Bills of Quantities and specification. These Bills are designated as Bill 1 in this Section.

Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract

Sub-contractors preliminaries are as per those described in section C – sub-contractor preliminaries and conditions of contractor.

The sub-contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer have been limited to tangible items such as site office, temporary works and others.

However the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

### **Electrical installation Items – Bill 2**

The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.

### **Summary – Bill 3**

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The sub-contractor shall insert his totals and enter his grand total tender sum in the space provided below the summary.

This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document

**BILLNO 9: LIFT INSTALLATION WORKS**

**SCHEDULE NO.1: PRICE FOR 2NO. 8 Pax LIFTS**

Item	Description	Amount(Kshs)
A	<p>(a) Price for all imported materials (give break-down on a separate sheet) - Lift specifications - 2No. 600KG/8 Persons, 11No. Stops, machineroomless lift. as described in particular specifications.</p> <p>(b) State the Foreign currency, if any, on which the tender is based .....</p> <p>(c) State the exchange rate applied .....</p>	
B	<p>Price for locally purchased materials, installation, testing and commissioning costs (give breakdown on separate sheet). as described in particular specifications.</p>	
C	<p>Price for full service maintenance of the lifts during 6 months defects liability period for whole period @ Kshs. ....per month as described in particular specifications</p>	
D	<p>Price for the <b>travelling cable</b> for interfacing fire alarm system, CCTV and Audio system to be installed by others. Include high quality speakers connected to the cable and installed in the lift car to engineer's approval</p>	
E	<p>Allow for connection of a telephone extension from the premises IPBX with the telephone instrument in the lift car all wiring and accessories included</p>	
<b>TOTAL FOR SCHEDULE NO.1: 2NO. PASSENGER LIFT C/F TO SUMMARY PAGE</b>		

**LIFTS INSTALLATIONS SUMMARY PAGE**

Item	Description	Amount(Kshs)
1	Total for Schedule No. 1 - 2No Passenger Lift	
4	Price associated electrical works including provision of shaft lighting	
5	Price for 4 sets of operation and maintenance manuals as described in the specifications.	
6	Allow for 3 sets of As Installed Drawings.	
7	Price for statutory inspection of the 1No. new lifts on commissioning and thereafter two times during the 6 months defects liability period for whole period	
8	Allow for a Prime cost Sum of Kshs 3,000,000.00 for an overseas factory inspection as described the specifications	
9	Allow for a Provisional Sum of Kshs 1000,000.00 for Contingency	
	<b>TOTAL FOR LIFT INSTALLATION WORKS C/F TO SUMMARY PAGE</b>	

**MAIN SUMMARY PAGE**

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.00	PRELIMINARIES	
2.00	Total for Bill No. 9: Lift Installation Works	
3.00	Allow for a Provisional Sum for training of staff on the operation and working of the installations	<b>200,000.00</b>
<b>TOTAL CARRIED FORWARD TO THE FORM OF TENDER</b>		

**Total Amount in Words (Kenya Shillings)**

.....

**Total Amount in Words (Kenya Shillings)**

.....

**Bidder's Name & Official Stamp**

.....

**P.O. Box** .....

**Signature** .....

**Date** .....

**PIN NO** .....

**V.A.T Certificate NO** .....

**Witness** .....

**Address** .....

**Signature of Witness** .....

**Date** .....

SECTION NAME:

**PART D: SCHEDULE OF UNIT RATES**

## SCHEDULE OF UNIT RATES

1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.
2. The unit rates shall include for supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.
3. The unit rates will be used to assess the value of additions or omissions arising from authorised variations to the contract works.
4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal** and **approved** quality will be accepted.

**SECTION NAME:**

**PART E: TECHNICAL SCHEDULE**



## TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED CONTENTS

1.	GENERAL NOTES TO THE TENDERER.....	(ii)
2.	TECHNICAL SCHEDULE.....	TS-1

## TECHNICAL SCHEDULE

### **I. General Notes to the Tenderer**

- 1.1 The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.
- 1.2 The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this may have his tender disqualified.
- 1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.
- 1.4 The tenderer **MUST** complete in full the technical schedule.
- 1.5 Apart from the information required in the technical schedule, the tenderer **MUST SUBMIT** comprehensive manufacturer's technical brochures and performance details for all items listed in this schedule (fill forms attached).

**SECTION J:**

**STANDARD FORMS**

**STANDARD FORMS**

**CONTENTS**

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4. CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS	J-5
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7 NAME OF THE BANKERS.....	J-8
8 DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS .....	J-9
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**NOTE: ALL FORMS IN THIS SECTION MUST BE FILLED AS THEY SHALL BEPART OF THE EVALUATION CRITERIA**

**TENDER QUESTIONNAIRE**

Please fill in block letters.

- 1. Full names of Tenderer:  
.....
  
- 2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):  
.....
  
- 3. Telephone number (s) of Tenderer:  
.....
  
- 4. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:  
.....

\_\_\_\_\_

Signature of Tenderer

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

***Part 1 – General***

Business Name .....

Location of business premises:           Country/Town.....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time:

Kenya Shillings.....

Name of your bankers.....

Branch.....

***Part 2 (a) – Sole Proprietor***

Your name in full..... Age.....

Nationality..... Country of Origin.....

***Part 2 (b) – Partnership***

*Give details of partners as follows:*

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....

*Part 2(c) – Registered Company*

Private or Public

..... State

the nominal and issued capita of the company:

Nominal KShs. ....

Issued KShs. ....

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

**KEY PERSONNEL**

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

POSITION	NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date



**CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

Work performed on works of a similar nature and volume over the last five years.

<b><u>PROJECT NAME</u></b>	<b><u>NAME OF CLIENT</u></b>	<b>TYPE OF WORK AND YEAR OF COMPLETION</b>	<b>VALUE OF CONTRACT (Kshs.)</b>

I certify that the above works were successfully carried out and completed by ourselves.

.....  
Title

.....  
Signature

.....  
Date

**FINANCIAL REPORTS FOR THE LAST FIVE YEARS**

(Balance sheets, Profits and Loss Statements, Auditor's reports, etc. List below and attach copies)

- 1. \_\_\_\_\_.
- 2. \_\_\_\_\_.
- 3. \_\_\_\_\_.
- 4. \_\_\_\_\_.
- 5. \_\_\_\_\_.
- 6. \_\_\_\_\_.
- 7. \_\_\_\_\_.
- 8. \_\_\_\_\_.
- 9. \_\_\_\_\_.
- 10. \_\_\_\_\_.

**EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS**  
(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.)

1. . \_\_\_\_\_ .
2. . \_\_\_\_\_ .
3. . \_\_\_\_\_ .
4. . \_\_\_\_\_ .
5. . \_\_\_\_\_ .
6. . \_\_\_\_\_ .
7. . \_\_\_\_\_ .
8. . \_\_\_\_\_ .
9. . \_\_\_\_\_ .
- 10 . \_\_\_\_\_ .

**NAME, ADDRESS AND TELEPHONE,**  
(This should be for banks that may provide reference if contacted by the employer)

NAME	ADDRESS	TELEPHONE	EMAIL	ACCOUNT STATION

DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.
6. \_\_\_\_\_.
7. \_\_\_\_\_.
8. \_\_\_\_\_.
9. \_\_\_\_\_.
10. \_\_\_\_\_.

**SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED FOR  
CARRYING OUT THE WORKS**

ITEM OF EQUIPMENT	DESCRIPTION, MAKE AND AGE (Years)	CONDITION (New, good, poor) and number available	OWNED, LEASED (From whom?), or to be purchased (From whom?)